G.1. AUTHORITY – CONTRACTING OFFICER (CO), CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AND CONTRACTOR'S PROJECT MANAGER

G.1.1. Contracting Officer (CO)

The CO for administration of this contract is:

(TO BE NAMED AT TIME OF AWARD)

The telephone number for the CO is to be filled in at time of award.

The CO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Service Provider (SP) makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

G.1.2. <u>DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL</u> REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (MAR 2002)

| The Contracting Officer's technical representa | tive |
|--|------------------------|
| is: | |
| and telephone number). | (insert name, address, |
| | |

(TO BE NAMED AT CONTRACT AWARD)

- b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
 - constitutes a change of assignment or additional work outside the specification(s)/work statement;

- 2) constitutes a change as defined in the clause entitled "Changes";
- 3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- 4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- 5) interferes with the Contractor's right to perform under the terms and conditions of the contract; or,
- 6) directs, supervises or otherwise controls the actions of the Contractor's employees.
- d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.
- e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the Contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of clause, entitled "Disputes".

G.1.3. Program Manager and On-Site Managers

The SP's designated overall Files Activity Operations Program Manager and the On-Site Managers for each Files Activity site for this contract are:

(TO BE NAMED BY CONTRACTOR)

With telephone numbers

The SP's designated On-Site Manager for this contract shall have the authority to make any no-cost contract technical, hiring and dismissal decision, or special arrangements regarding this contract per each Files Activity site. The Program Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point(s) of contact with the Government. The Program Manager has the authority to make any changes to the contract, both cost and non-cost, which will be

binding on the Service Provider.

The On-Site Managers shall have full authority to act for the SP in the performance of the required services. The On-Site Managers or designated representatives shall meet with the COTR to discuss problem areas as they occur. The On-Site Managers, or designated representatives, shall respond within the times specified in the contract requirements after notification of the existence of a problem. The Program Manager, On-Site Managers, and all designated representatives, shall be able to fluently read, write, and speak the English language.

G.2. INVOICES

Not applicable to the Government MEO.

a) The original invoice shall be submitted monthly to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the SP, copies of the invoice, clearly identified as information copies, shall be submitted to the COTR and the CO concurrently.

Mailing Address:

Internal Revenue Service Administrative Services Center Accounts Payable Section P.O. Box E Beckley, WV 25801

FAX (304) 256-6033 Voice (304) 256-6000

Express Type Deliveries:

Internal Revenue Service 155 Blue Angel Lane Beaver, WV 25813

- b) To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
 - 1) Name of the business concern and invoice date;
 - 2) Contract number, and/or delivery order number, or other authorization for delivery of property or performance of services;
 - Type and Description, price and quantity of property, and services actually delivered or rendered:
 - 4) Shipping and payment terms; and,
 - 5) Name (where practicable), title, phone number, and complete mailing address

of responsible official to whom payment is to be sent.

6) Taxpayer Identification Number (TIN)

G.3. SUBMISSION OF "PUBLIC VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL," STANDARD FORM 1034 OR 1034(A) AND 1035 OR 1035(A) CONTINUATION

Not applicable to the Government MEO.

In addition to other contract requirements on SP payments, to be considered a proper invoice, the SP must submit the Standard Form 1034 or 1034(A) entitled "Public Vouchers for Purchases and Services Other Than Personal" concurrently with the invoice and/or payment voucher, in the same number of copies as the invoice and/or payment voucher, to the addressee(s) specified in this contract for submission of the invoice and/or payment voucher. In lieu of the use of the SF-1034 and SF-1035, the SP may submit suitable self-designed forms that contain the required information. The SF-1034 and SF-1035 are available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402 or FAR Part 53, Forms. The continuation sheet shall be submitted as directed by the CO if additional information is required. All information will be filled in as specified on the form, including the following information:

- a) VOUCHER NO.: Show the numerical sequence number of the voucher submitted to the applicable addressee for the contract, regardless of the funding document. The first voucher submitted to the addressee will begin with the number "1" and the next voucher submitted to that addressee will be number "2", etc., throughout the life of the contract. Vouchers submitted to each of the other addressees, if applicable, will also begin with the number "1" and will be numbered sequentially as aforementioned throughout the life of the contract.
- b) U.S. DEPARTMENT, BUREAU, and OR ESTABLISHMENT AND LOCATION: The Contractor is to complete all information in this block in relation to the designated payment office, which is the accounting office designated to make payments.
- c) DATE VOUCHER PREPARED: Show the mailing date to the paying office.
- d) CONTRACT NUMBER AND DATE: Show the contract number and date.
- e) REQUISITION NUMBER AND DATE: Show the requisition number of the contract, modification or delivery order that is funding the contract payment.
- f) PAYEE'S NAME AND ADDRESS: Show the complete address of the company, including the ZIP code.
- g) NUMBER AND DATE OF ORDER: Show the number and date of the delivery order

funding this payment or contract modification number funding the payment if no delivery orders are applicable. Insert the words, "Basic Contract" if only the basic contract is funding the payment.

- h) DATE OF DELIVERY OR SERVICE: Show the date delivery or service was completed.
- i) ARTICLE OR SERVICES: Show a synopsis of the articles delivered and/or services completed. There is no need to go into detail since this form will be attached to the invoice. Also show in this block the total amount of payments requested including this request for payment, and all other payments made for these articles and/or services for which this request for payment is being made. QUANTITY, UNIT PRICE AND AMOUNT BLOCKS SHOULD BE ON THE INVOICE AND/OR PAYMENT VOUCHER.
- j) TOTAL: Show the total amount requested for this payment.

G.4. IR1052-01-001, ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Not applicable to the Government MEO.

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing http://www.ccr.gov. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (888-227-2423) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still

required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to:

CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

G.5. CORRESPONDENCE PROCEDURES AFTER CONTRACT AWARD

To promote timely and effective administration, correspondence (except for invoices) submitted under the contract shall be subject to the following procedures, unless otherwise stated in the contract:

- Technical Correspondence: Technical correspondence (where technical data issues are involved) shall be addressed to the COTR, with an informational copy of the correspondence to the CO.
- b) Other Correspondence: All other correspondence, which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract, shall be addressed to the CO.

G.6. 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE-(OCT 2000)

a. <u>Contractor Performance Evaluations</u>

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. <u>Electronic Access to Contractor Performance Evaluations</u>

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: https://cpscontractor.nih.gov. The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame. Once registered, the contractor representative will use the website https://cps.nih.gov to access the evaluation for review and comment.